

FILED

APR 17 2018

SUSAN Y. SOONG  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

C18-02294

EDL

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

PENNY L. PATINO

VERIFIED COMPLAINT

Plaintiff,

ILLEGAL FORECLOSURES/  
INJUNCTIVE RELIEFS

vs;

DAMAGES AND EQUITABLE RELIEFS

BAYVIEW LOAN SERVICING, LLC  
SELECT PORTFOLIO SERVICING  
INC.

UNLIMITED JURISDICTION

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS  
SHELLPOINT MORTGAGE  
SERVICING,  
and DOES 1-100, inclusive

1. CA. CIVIL CODE 3412 H.B.
2. CA. CIVIL CODE 2923.55(c)
3. CA. CIVIL CODE 2932.5
4. CA. CIVIL CODE 2924.17
5. FDCPA 15 USC 1692 e
6. BREACH OF IMPLIED COVENANT  
OF GOOD FAITH AND FAIR  
DEALING
7. 14TH AMENDMENT TO THE UNITED  
STATES CONSTITUTION
8. BAD BUSINESS PRACTICES
9. VIOLATION OF BUSINESS &  
PROFESSIONS CODE, SECTION  
17200, et seq.

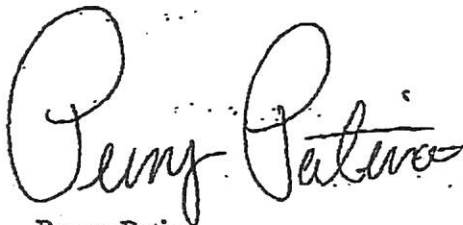
Defendants,

JURY TRIAL DEMANDED

Plaintiff, Penny L. Patino, on "FACTS" allege the following:

QUOTE - "FEDERAL TRADE COMMISSION STATES - IDENTITY THEFT  
FORGERY FOR MONEY IS AN INSURANCE CLAIM ON H.B.

BELOW IS THE IDENTITY THEFT FORGERY THAT FUNDED WIRED THE MONEY.



Penny Patino

INTRODUCTION

ALL DEFENDANTS, ARE CRIMINALS!

FEDERAL TRADE COMMISSION STATES THAT IDENTITY THEFT FORGERY FOR MONEY IS NOT MY DEBT AND A INSURANCE CLAIM.

DOCUMENTS ARE DISPUTED THAT ARE RECORDED IN ORANGE COUNTY, BECAUSE MONEY DID "NOT" COME FROM MY SIGNATURE.

NO DOCUMENTS COULD BE RECORDED BECAUSE IDENTITY THEFT FORGERY TOOK PLACE.

PLAINTIFF, SEEKS AGREEMENT MADE WITH SPS FOR DANVILLE, ON MY OFFER, AND THE IN HOUSE ATTORNEY COUNTER OFFERED WHICH PLAINTIFF ACCEPTED.

Plaintiff further alleges that Defendants and each of them CANNOT establish possession of proper assignments on properties.

Plaintiff further alleges that on both propetties that NODS and trustee Sale Notices are VOID.

Plaintiff alleges that an actual controversy has arisen and now exists between the Plaintiff and All Defendants, and each of them. Plaintiff desires a judicial determionation and declaration of its rights with regard to the properties.

JURISDICTION & VENUE

This Court has original jurisdiction over the claims in this action based on 28 U.S.C. 1331, 1343, 2201, 2202, 15 USC 1692, 12 U.S.C. 2605 and 42 USC 1983 which confer original jurisdiction on Federal District Courts in suits to address the deprivation of rights secured by Federal Law.

This Court also has supplemental jurisdiction over any pendant State law claims because they form a part of the

1 same case or controversy under Article III of the United  
2 States Constitution, pursuant to 28 USC 1357.

3 This Court has original jurisdiction over the claims  
4 in this action based on 28 USC 1332 which confers original  
5 jurisdiction on Federal District Courts in suits between  
6 diverse citizens that involve an amount in controversy in  
7 excess of \$75,000. Every issue of law and fact in this  
8 action is wholly between citizens of different states.

9 The unlawful conduct, illegal practices and acts complained  
10 of and alleged in this Complaint were ALL COMMITTED IN THIS  
11 District of California and involved real properties that is  
12 location of the District of California. Therefore, venue  
13 properly lies in District pursuant to 28 USC 1391(b).

14 PARTIES

15 Plaintiff, Penny L. Patino is the Trustee of the Penny L.  
16 Patino, Living Trusts on both Danville and Huntington Beach  
17 Properties, an inter vivos Trust with in meaning of Calif.  
18 Probate Code 15200 et seq, and is statutorily authorized to  
19 bring this action under California Probate Code 16000 et seq.  
20 including but not limited to California Probate Code 16006,  
21 16010, 16200, 16220, 16227, 16231 and 16249.

22 Plaintiff is informed and believes and thereon alleges that  
23 at all times relevant hereto Defendant, BAYVIEW, is a  
24 licensed and registered Delaware Corporation that is doing  
25 business in the State of California.

26 Plaintiff, is informed and believes and thereon alleges that  
27 SELECT PORTFOLIO SERVICING, INC is based in Utah, doing  
28 business in California.

1 Plaintiff is informed and believes and therein alleges  
2 that at all times relevant hereto Defendant MORTGAGE  
3 ELECTRONIC REGISTRATION SYSTEMS, is based back East and  
4 doing business in California.

5 Plaintiff is informed and believes and therein alleges  
6 that at all times relevant here to Defendant SHELLPOINT  
7 MORTGAGE SERVICING is based out of South Carolina,  
8 and doing business in California.

9 SHELLPOINT MORTGAGE SERVICING, COULD NOT BE LOCATED  
10 ON THE Secretary of State web page.

11 Also MORTGAGE ELECTRONIC REGISTRATION SYSTEMS WAS FOUND  
12 ON Secretary of State web page that stated FTB SUSPENDED  
13 MERS IN THE JURISDICTION OF CALIFORNIA.

14 Plaintiff is ignorant of the true names and capacities  
15 of the Defendants sued herein under the fictitious names  
16 DOES 1 through 50, inclusive and Plaintiff will amend this  
17 complaint to allege names and capacities as soon as they  
18 are ascertained. Each of said fictitiously named Defendants  
19 is responsible in some manner for the wrongful acts for  
20 which Plaintiff complains herein.

21 This court has personal jurisdiction over the parties as  
22 all Defendants engage in business within the State of  
23 California. Defendants business involves mortgage loans  
24 and related services as debt collectors to consumers in  
25 the State of California.

26 Plaintiff is informed and believe and thereon allege that  
27 at mentioned times herein, Defendants were agents, servants,  
28 employees, alter egos, superiors, joint ventures and/or

1 co-conspirators of each other and in doing the things herein  
2 after mentioned, or acting within the course and scope of  
3 their authority of such agents, servants, employees, alter  
4 egos, superior, joint venturers and/or co-conspirators with  
5 with the permission and consent of each Defendant named herein  
6 is jointly and severally liable to Plaintiff for the DAMAGES  
7 and HARM sustained as a result of their WRONGFUL CONDUCT.

8 This Court also has supplemental jurisdiction over State  
9 Law Claims because they form a party of the same case or  
10 controversy under ARTICLE III of the UNITED STATES  
11 CONSTITUTION, pursuant to 28 U.S.C. 1367.

12 This is a Federal judicial issue and the Consumer is  
13 authorized by the Constitution for the United States of America  
14 codified in the FDCPA to enforce the LAWS of the United States  
15 and to PROTECT and DEFEND those inalienable secured rights  
16 within the CONSTITUTION for the UNITED STATES OF AMERICA.  
17 This is an action to enforce the liability of the DEBT  
18 Collectors/Defendants for violations of this Consumers  
19 protections under the FDCPA the Constitution for the United  
20 States of America, and other consumer protection laws which  
21 were enacted by Congress to protect Consumers from illegal  
22 harassing, deceptive and abusive debt collection activities.

23 The rules of LAW governing this Complaint is the FDCPA,  
24 15 U.S.C. 1692, the Consumer FINANCIAL PROTECTION BUREAU  
25 (CFPB, the FEDERAL TRADE COMMISSION (FTC) and ARTICLE III,  
26 Section 2 of the United States Constitution. The language  
27 to be used in this matter is the PLAINT WRITING ACT OF 2010 -  
28 which has been enacted by Congress through EXECUTIVE Order 13563.

1 It requires Federal agencies to use clear communications  
2 that the public can easily understand and written in plain  
3 language.

4 Any motions or pleadings, that contain legalese and are not  
5 written in PLAIN ENGLISH for the Plaintiff to understand,  
6 will be intentionally confusing, abusive, profane, obscene  
7 and harassing to the PLaintiff, would be a violation of  
8 15 USC 1692d(2).

9 Any response, communications to this Plaintiffs Complaint  
10 Verfied Claim, from any DEBT CollectorDefendant in the form  
11 of pleadings or otherwise, should be Verified, under oath  
12 and penalty of perjury as required by LAW. There will be  
13 no exceptions. ANY FALSE STATEMENTS made in any communications  
14 by the Defendants in this enforcement action, would be  
15 considered perjury. Each occurrence of perjury will be assessed  
16 at \$25,000.00 and will be added to the Plaintiffs damages.

17 Any Debt Collector or attorney attempting to come into  
18 this complaint, MUST have proper license, and MUST be properly  
19 bonded and insured in an amount to cover all of the Plaintiffs  
20 DAMAGES in this action.

21 Insurance Company for the claim on Huntington Beach is not  
22 known as of yet and will be dtermined at a later date and will  
23 be added at such time it is known.

24 FACT Plaintiffs signatrure DID NOT FUND the money on  
25 Huntington Beach, with Identity theft forgery, which will be  
26 proven at TRIAL.

27 NO ONE EVER HAS THE RIGHT TO SIGN MY NAME FOR MONEY.  
28



1 Defendant Bayview Loan Servicing, LLC will be known  
2 as Bayview. Defendant Select Portfolio Servicing, Inc.  
3 will be know as SPS. Defendant Mortgage Electronic  
4 Registration Systems will be known as MERS. Shellpoint  
5 Mortgage Servicing, will be known as Shellpoint.

6 The following parties will be called in to TESTIFY UNDER  
7 OATH WHAT PART THEY ALL PLAYED IN THE ILLEGAL FORECLOSURES.  
8 TINA LERAYBAUD, TINA MARIE SEVILLANO, and TOON HOBBS.

9 The court needs to note that Defendant Mers to my  
10 knowledge has not been approved by CALIFORNIA as an  
11 alternative system in the "FAILURE" to perfect endorsements  
12 and assignments.

13 Plaintiff, is informed and believes and thereon alleges  
14 that MERS regularly conducts business in the State of  
15 California.

16 California Secretary of State states MERS was SUSPENDED in  
17 California and agent for service of process RESIGNED on  
18 3/25/2009.

19 FACT CA. GOV shows FTB SUSPENDED MERS IN THE JURISDICTION  
20 OF CALIFORNIA.

21 ATTACHED TO THE COMPLAINT IS THE PROOF.

22 RECORDING IN ORANGE COUNTY for Huntington Beach property  
23 on 4/28/2006 is VOID, for numerous reasons, which will be  
24 explained in this lawsuit.

25 MAIN FACT IS BEFORE DOCUMENTS CAN BE RECORDED MONEY MUST  
26 BE FUNDED ON MY SIGNATURE.

27 MONEY WAS NOT FUNDED ON MY SIGNATURE THEREFORE YOU HAVE  
28 VOID DOCUMENTS AND VOID RECORDING.

FIRST CAUSE OF ACTION  
CA. CIVIL CODE 3412  
(against Defendants Bayview and SPS)  
HB Property

Services have a duty to do right when they are shown  
proof of IDENTITY THEFT FORGERY for money.

Both defendants are also aware that the FEDERAL TRADE  
COMMISSION STATES - IDENTITY THEFT FORGERY FOR MONEY, IS AN  
INSURANCE CLAIM.

BLACKS LAW DICTIONARY DEFINES FORGERY AS THE ACT OF  
FRAUDENTLY MAKING A FALSE INSTRUMENT..

FBI DEFINES MORTGAGE FRAUD AS MISREPRESENTATION RELIED ON  
TO FUND, IN ADDITION TO FORGERY, INCLUDING ACTS SUCH AS IDENTITY  
THEFT, AND WIRE FRAUD.

CA CIVIL CODE 3412 STATES WRITTEN INSTRUMENTS IN RESPECT TO WHICH  
THERE IS A REASONABLE APPREHENSION THAT IF LEFT OUTSTANDING, IT  
WILL CAUSE SERIOUS INJURY TO PLAINTIFF AGAINST WHOM THEY ARE VOID,  
MAY UPON PLAINTIFFS APPLICATION BE SO ADJUDGED AND ORDERED TO BE  
CANCELED AND DECLARED VOID.

CANCELLATION OF VOID INSTRUMENTS OPERATES FREE OF ANY STATUTE  
OF LIMITATIONS.

IDENTITY THEFT FORGERY FUNDED THE MONEY ON THE LOAN. THE  
SIGNATURE WAS NOT PLAINTIFFS, UNDER PENALTY OF PERJURY.

THE FEDERAL COURT DOES UNDERSTAND THAT WITHOUT THE  
MONEY NO RECORDINGS CAN TAKE PLACE.

SPECIAL CIRCUMSTANCES DO ARISE WHEN IDENTITY THEFT FORGERY  
FOR MONEY IS A " FACT ".

INSTRUMENTS RECORDED ON 4/28/2006 IN ORANGE COUNTY RECORDERS  
OFFICE ARE VOID BECAUSE THEY COULD NOT RECORD, BECAUSE A SIGNATURE



1 WAS NEEDED BY PLAINTIFF TO FUND THE MONEY, WHICH PLAINTIFF  
2 NEVER AND I REPEAT NEVER SIGNED THAT INSTRUMENT DATED 4/27/2006.

3 IT IS NOT PLAINTIFFS SIGNATURE.

4 A DUTY OF CARE IS OWED WHEN A DEBT IS DISPUTED ESPECIALLY  
5 IDENTITY THEFT FORGERY FOR MONEY.

6 PLAINTIFF DISCOVERED WITH SPS THAT IT WAS NOT MY SIGNATURE  
7 FOR THE MONEY.

8 THEREFORE NO RECORDING COULD TAKE PLACE.

9 FACT - THERE IS " NO " SECURITY INSTRUMENTS THE MONEY  
10 CAME FROM IDENTITY THEFT FORGERY.

11 NOT MY SIGNATURE!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

12 SINCE, SERVICERS/DEBT COLLECTORS FORECLOSE, THEY MUST ALSO  
13 TAKE RESPONSIBILITY WHEN A HOME OWNER SHOWS PROOF THAT THE  
14 SECURITY INSTRUMENTS ARE "VOID".

15 AS DEBT COLLECTORS THEY MUST NOT PROCEED.

16 THIS CONSTITUTES " BAD BUSINESS PRACTICES, WHICH HAS LIABILITY  
17 ON BOTH SPS AND BAYVIEW.

18 BAYVIEW AND SPS DID NOT HAVE ANY RIGHT TO FORECLOSE THEN  
19 INSTRUMENTS UNDER CIVIL CODE 3412 MUST BE ORDERED CANCELED  
20 AND DECLARED VOID.

21 INSTRUMENT THAT PLAINTIFF FOUND STATES 4/27/2006 - WE NEED  
22 HELP ON THIS SO WE CAN FUND.

23 ALSO LETTER DATED 4/27/2006, PLAINTIFF NEVER KNEW THAT  
24 MONEY COULD NOT FUND WITHOUT ADDITIONAL INFORMATION AND ANOTHER  
25 SIGNATURE FROM PLAINTIFF.

26 THE INSTRUMENT DATED 4/27/2006, ALONG WITH AN IDENTITY THEFT  
27 SIGNATURE, IS NOT MINE.  
28

1 WHICH MEANS THE MONEY CAME FROM SOMEONE ELES SIGNATURE  
2 WHICH IS NOT MINE FOR THE MONEY.

3 NO ONE AND I REPEAT NO ONE HAS THE RIGHT TO SIGN MY  
4 NAME FOR MONEY FUNDING.

5 WHO EVER SIGNED THAT INSTRUMENT FOR MONEY IS LIABLE, NOT  
6 PLAINTIFF.

7 BOTH DEFENDANTS DEBT COLLECTORS SPS AND BAYVIEW WILL SEEK  
8 AN INSURANCE CLAIM FOR ~~THE~~ VOID RECORDING ON 4/28/2006.

9 BOTH DEFENDANTS WILL DECLARE THE DEBT VOID BECAUSE THE MONEY  
10 DID NOT COME FROM MY SIGNATURE.

11 PLAINTIFF CAN NOT BE LIABLE FOR SOMEONE ELESSES SIGNATURE.  
12 PLAINTIFF SENT SPS MULTIPLE TIMES THE PROOF OF FACT THAT  
13 WAS NEEDED, SHOWING THE SIGNATURE WITH THE LETTERS SHOWING  
14 IT WAS NOT MY SIGNATURE FOR THE MONEY, WHICH MEANT THE INSTRUMENTS  
15 WERE VOID.

16 PLAINTIFF ALSO REQUESTED A FACE TO FACE MEETING WITH BAYVIEW  
17 IN HOUSE ATTORNEY ON 12/8/2017 AND EVEN OFFERED TO FLY TO FLORIDA  
18 WITH THE PROOF OF FACT ON THE MONEY SIGNATURE.

19 TO THIS DAY MY REQUEST HAS NEVER BEEN ANSWERED. SPECIAL  
20 CIRCUMSTANCES DO ARISE WHEN IDENTITY THEFT FORGERY FOR MONEY  
21 IS INVOLVED.

22 HUD ALSO REQUIRES A FACE TO FACE BEFORE ANY FORECLOSURE.

23 A DUTY OF VCARE IS OWED WHEN A DEBT IS DISPUTED ESPECIALLY  
24 IDENTITY THEFT FORGERY FOR MONEY.

25 THERE IS NO LEAGL RIGHT TO FORECLOSE ON H.B..

26 PLAINTIFF DISCOVERED WITH SPS AND THEN LOAN WAS TRANSFERED TO  
27 BAYVIEW.  
28

1 SPS and Bayview has PRACTICED BAD BUSINESS PRACTICES  
2 regarding the PROOF OF FACT ON THE SIGNATURE FOR MONEY.

3 BAD BUSINESS PRACTICES mean neither party will do anything  
4 which will injure the right of Plaintiff. Injury infact  
5 will be if Bayview forcloses on a VOID instruments that are  
6 recorded in Orange county recorders office on 4/28/2006.  
7 Because those instruments COULD NOT BE RECORDED AND ARE DECLARED  
8 VOID BECAUSE OF THE IDENTITY THEFT FORGERY FOR MONEY.

9 THE 14th ADMENMENT TO THE UNITED STATES CONSTITUTION  
10 NOR SHALL ANY STATE DEPRIVE ANY PERSON OF LIFE, LIBERTY OR  
11 PROPERTY WITHOUT DUE PROCESS OF LAW AND EQUAL PROTECTION OF  
12 THE LAWS.

13  
14 A DEBT COLLECTOR, SPS, BAYVIEW OR APPOINTED TRUSTEE HAS A DUTY  
15 NOT TO CONDUCT AN ILLEGAL, VOID FORECLOSIURE ON IDENTITY THEFT  
16 FORGERY FOR MONEY.

17 congress has determined that there is abundant evidence of the  
18 use of abusive, deceptive, and unfair debt collection practices  
19 by many debt collectors. Abusive debt collection practices  
20 contribute to the number of personal bankruptcies and to  
21 invasions of individual privacy.

22 SPS and Bayview are abusive undewr the FDCPA which they have  
23 no right to collect especially when it is not my signature for  
24 the money.

25 DAMAGES ARE HUGH FOR THE JURY TO DECIDE ON HOW THEY FEEL  
26 \* WHEN IDENTITY THEFT OCCURS WHEN MONEY IS FUNDED ON THAT \*  
27 IDENTITY THEFT SIGNATURE.

28 DAMAGES ARE HUGH AGAINST SPS AND BAYVIEW FOR BAD BUSINESS  
PRACTICES.

1 Until, the law holds Debt Collectors liable for their  
2 misconduct the abuse will continue as well as the corresponding  
3 consumer lawsuits.

4 Every piece of paper or correspondence states SPS and  
5 Bayview are debt collectors including their trustees that they  
6 appoint for foreclosure.

7 THE TERM DEBT COLLECTOR MEANS ANY PERSON WHO USES ANY  
8 INSTRUMENTALITY OF INTERSTATE COMMERCE OR THE MAILS IN ANY  
9 BUSINESS THE PRINCIPAL PURPOSE OF WHICH IS THE COLLECTION OF ANY  
10 DEBT OR WHO REGULARLY COLLECTS OR ATTEMPTS TO COLLECT DIRECTLY  
11 OR INDIRECTLY, DEBTS OWED OR DUE OR ASSERTED TO BE OWED OR DUE  
12 ANOTHER. NOTWITHSTANDING THE EXCLUSION PROVIDED BY CLAUSE (f)  
13 OF THE LAST SENTENCE OF THIS PARAGRAPH THE TERM INCLUDES ANY CREDITOR  
14 WHO, IN THE PROCESS OF COLLECTING HIS OWN DEBTS USES ANY NAME  
15 OTHER THAN HIS OWN WHICH WOULD INDICATE THAT A THIRD PERSON IS  
16 COLLECTING OR ATTEMPTING TO COLLECT SUCH DEBT.

17 SPS IS A LICENSED DEBT COLLECTOR, AND I WOULD ALSO STATE  
18

19 BAYVIEW.

20 Further to the identity theft forgery for the money, which makes  
21 the instruments and recording VOID in orange county recorders office  
22 on 4/28/2006.

23 FURTHER pursuant to 15 U.S.C 1692f(6)(A) a "debt collector" may  
24 NOT use UNFAIR or UNCONSCIONABLE means to collect or to attempt  
25 to collect any debt. Without limiting the general application  
26 of the foregoing the following conduct is a violation of this  
27 section:

28 (6) Taking or THREATENING TO TAKE any nonjudicial action to  
effect dispossession or disablement of property if

(A) there is NO PRESENT RIGHT TO POSSESSION OF THE PROPERTY  
CLAIMED AS COLLATERAL BECAUSE THERE IS NO SECURITY

1 INSTRUMENT THAT IS VALID. IN FACT IT IS VOID.

2 Here, Plaintiff, states as FACTS that Defendants SPS and  
3 Bayview are debt collectors and have NO LEGAL RIGHT to collect  
4 on VOID INSTRUMENTS.

5 Defendants SPS and Bayview have attempted to collect an  
6 alleged debt under false deceptive means already knowing  
7 the recording along with the instruments are void because the  
8 money came from IDENTITY THEFT FORGERY WHICH IS IN VIOLATION  
9 OF FDCPA 15 USC 1692e(2).

10  
11 Defendants SPS and Bayview behavior and conduct has injured  
12 and harmed Plaintiff with their continuous ILLEGAL and deceptive  
13 violations of FEDERAL LAW in their attempt to collect a VOID  
14 debt that is an INSURANCE CLAIM BY ALL MEANS.

15 SPS and Bayview are debt collectors by the Fair Debt collections  
16 practice Act, hereinafter referred to as FDCPA 15, 1692a(6)

17 PLAINTIFF IS ALSO REQUESTING COURT ORDERED MEDIATION SO THAT  
18 THE DEFENDANTS, ALL DEFENDANTS CAN SIT AND PLAINTIFF WILL SHOW  
19 FACT OF PROOF OF THE INSURANCE CLAIM THAT NEEDS TO BE STARTED.

20 ACCORDING TO THE FBI AND FEDERAL TRADE COMMISSION I AM NOT LIABLE  
21 FOR MONEY THAT CAME FROM IDENTITY THEFT FORGERY.

22 IDENTITY THEFT FORGERY IS A HUGH SERIOUS CRIME THAT DEBT COLLECTORS  
23 WILL HAVE TO DEAL WITH THERE INSURANCE CLAIM.

24 VERY SIMPLE.

25 AGAIN NO RECORDING COULD TAKE PLACE, BECAUSE PLAINTIFF DISCOVERED  
26 WITH SPS THAT MONEY WAS NOT FUNDED ON PLAINTIFFS SIGNATURE.

27 THEREFORE IT IS ORDERED AND DECLARED THAT THE RECORDING IN ORANGE  
28 COUNTY RECORDERS OFFICE ON 4/28/2006 IS VOID ALONG WITH THE

1 INSTRUMENTS AS BEING "VOID".

2 PLAINTIFF, IS ALSO ASKING THE COURT THAT SPS AND  
3 BAYVIEW, IN REGARDS TO H.B. PROPERTY THAT INSURANCE IS  
4 SUPPLIED TO START THE INSURANCE CLAIM.

5 THEREFORE, WIRE FRAUD WAS ALSO COMMITTED UNDER CA. CIVIL  
6 CODE 3412.

7 IDENTITY THEFT FORGERY FUNDED THE WIRE FRAUD.

8 IDENTITY THEFT FORGERY AND WIRE FRAUD STATES THIS CAUSE OF  
9 ACTION IS JUSTIFIED UNDER CA. CIVIL CODE 3412.

10 FBI ALONG WITH THE FEDERAL TRADE COMMISSION STATE ANY IDENTITY  
11 THEFT FORGERY FOR MONEY AND WIRE FRAUD IS AN UNCOLLECTABLE  
12 DEBT THAT IS AN INSURANCE CLAIM.

13 Plaintiff incorporates all FACTS of this complaint and re allege  
14 them as though they were fully set forth herein all pages in  
15 this complaint.

16 RECORDING OF INSTRUMENTS ON 4/28/2006, ARE DECLARED BY  
17 OPERATION OF LAW "VOID" AND HAVE NO FORCE OR EFFECT DECLARED  
18 ORDERED TO BE CANCELED AND DECLARED VOID, BY IDENTITY THEFT  
19 FORGERY FOR MOINEY ALONG WITH WIRE FRAUD.

20 DAMAGES TO PLAINTIFF ON IDENTITY THEFT FORGERY FOR MONEY  
21 AND WIRE FRAUD WILL BE DETERMINED WITH THE JURY.

22 SPS. AND BAYVIEW ARE LIABLE FOR ALL DAMAGES THEY HAVE CAUSED  
23 TO PLAINTIFF.

24 H.B. PROPERTY IS AN INSURANCE CLAIM AND THAT FACT WILL NEVER  
25 CHANGE.

26 RECORDING IN ORANGE COUNTY ON 4/28/2006 IS DECLARED VOID.  
27 RECORDING IS UNDER PANNY  
28



1 FACT H.B. PROPERTY IS AN ILLEGAL FORECLOSURE BECAUSE  
2 OF THE IDENTITY THEFT FORGERY FOR MONEY FUNDING AND WIRE  
3 FRAUD.

4 INSTRUMENTS COULD NOT RECORD, PERIOD WITHOUT A  
5 SIGNATURE WHICH WAS NOT MY SIGNATURE. PLAINTIFF NEVER KNEW  
6 THAT SIGNATURE FUNDED THE LOAN.

7 THEREFORE UNDER CALIFORTNIA CIVIL CODE 3412, instruments  
8 are declared void and removed with an insurance claim.

9 DEFENDANTS, SPS, AND BAYVIEW HAD A DUTY TO AVOID FORESEEABLE  
10 INJURY.

11  
12 PLAINTIFF, REQUESTED ON 12/8/2017 A FACE TO FACE  
13 MEETING WITH BAYVIEWS IN HOUSE ATTORNEY. PLAINTIFF  
14 ALSO OFFERED TO FLY TO FLORIDA FOR THE MEETING.  
15 THE DISPUTED DEBT/INSURANCE CLAIM NEEDED TO BE  
16 ADDRESSED FOR THE IDENTITY THEFT FORGERY. DEFENDANT  
17 BAYVIEWS IN HOUSE ATTORNEY NEVER RESPONDED.

18 A DISPUTED DEBT OF THIS NATURE DOES HAVE SPECIAL CIRCUMSTANCES  
19 THAT NEED TO BE ADDRESSED.

20 BAYVIEW IS A DEBT COLLECTOR AS DESCRIBED IN THIS COMPLAINT.

21 EGNORING PLAINTIFFS, REQUEST IS BAD BUSINESS PRACTICES, AND  
22 NEGLIGENCE AT ITS FINEST.

23 SPS, AND BAYVIEW HAVE A DUTY TO AVOID FORESEEABLE INJURY  
24 WHICH BOTH DEFENDANTS ARE QUILTY OF AND DAMAGES ARE SOUGHT BY A  
25 JURY TRIAL.

26 SPS AND BAYVIEW THEREFORE STEPPED INTO THE SHOES AND IS LIABLE  
27 FOR NEGLIGENCE, AND BAD BUSINESS PRACTICES.

28 UNDER CALIFORNIA LAW UNDER SPECIAL CIRCUMSTANCES WHICH IDENTITY  
THEFT FORGERY FOR MONEY LENDING IS JUST THAT THE SERVICES/DEBT  
COLLECTORS DO OWE A DUTY OF CARE WHICH HAS NOT BEEN DONE.

1 SECOND CAUSE OF ACTION  
2 CA. CIVIL CODE 2923.55(c)  
(against Defenants SPS on both properties)

3 Plaintiff, incorporates all Factual allegations of this  
4 complaint and re-allege them as though they were fully set  
5 forth herein.

6 Both instruments are DISPUTED, because of FALSE information  
7 PERJURY AND VOID INSTRUMENTS.

8 H.B. property the INSTRUMENTS RECORDED ON 4/28/2006, ARE VOID  
9 BECAUSE OF IDENTITY THEFT FORGERY FOR THE FUNDING OF THE MONEY.  
10 NOT MY SIGNATURE, IN OTHER WORDS NO INSTRUMENTS COULD BE  
11 RECORDED, BECAUSE THEY WERE VOID.

12 MR. TOON HOBBS, DOCUMENT CONTROL OFFICER FOR SPS STATED  
13 UNDER PENALTY OF PERJURY THAT THE DECLARATION WAS CORRECT WHEN  
14 IN FACT IT WAS VOID.

15 MR. TOONS CHECKED BOX 2 WHICH STATES NO CONTACT WAS MADE  
16 THAT STATEMENT IS 1,000 FALSE.

17 BECAUSE OF THE IDENTITY THEFT FORGERY AND FALSE INSTRUMENT  
18 UNDER PENALTY OF PERJURY, MR TOON HOBBS WILL BE CALLED IN TO  
19 TESTIFY REGARDING HIS PERJURY.

20 The same is true on DECLARATION BY JOSH SIMS DOCUMENT OFFICER  
21 FOR SPS CONCERNING Danville.

22 JOSH SIMMS, SIGNED A DECLARATION UNDER PENALTY OF PERJURY  
23 WHICH AGAIN THE DECLARATION IS FALSE AND JOHH SIMS WILL BE CALLED  
24 TO TESTIFY UNDER OATH REGARDING HIS DELCARATION.

25 BOTH DECLARATIONS ALONG WITH THERE NODS ARE VOID.

26 Defendant SPS had not invoked the California Statute for  
27 non judicial foreclosure at California Civil code 2924 et seq.  
28

1 The allegation is founded in the FACT that the artificially  
 2 drafted recitals contained within the instruments are false  
 3 and baseless and are made by both persons who had no personal  
 4 first hand knowledge of the FACTS contained within the NODS.  
 5 The NODS are VOID and Plaintiff hereby rebuts the recitals  
 6 contained in the instruments as FALSE and BASELESS and further  
 7 allege that Defendant SPS did not have any LEGAL RIGHT TO  
 8 RECORD INSTRUMENTS WITH FALSE AND DISPUTED INFORMATION.

9 Plaintiff, alleges that the California False Claims Act,  
 10 California Government Code 12650 et seq. applies in this case.  
 11 "cause for using FALSE AND MISLEADING CLAIMS through filing  
 12 recordable instruments presumed to be true by virtue of  
 13 statutory compliance with filing requirements, YET CARRY NO  
 14 VALIDITY DUE TO PARTIES LACK OF STANDING to issue and by  
 15 notarized instruments bearing false information.  
 16 Damages are in order and equitable relief concerning these  
 17 FALSE INSTRUMENTS RECORDED IN CONTRA COSTA RECORDERS OFFICE  
 18 AND ALSO ORANGE COUNTY RECORDERS ORFICE.

20 THIRD CAUSE OF ACTION  
 21 CA. CIVIL CODE 2932.5 UNDER THE UNIFORM  
 22 COMMERCIAL CODE

23 INCORPORATES ALL FACTUAL ALLEGATIONS OF THIS COMPLAINT AND REALLEGES though they were FULLY SET FOR H. MERS FAILURE on assignments will not support any foreclosure

24 In FACT, Mers only ability to assign mortgage instruments  
 25 on behalf of owners of a note include ACTIVE PARTICIPANTS  
 26 in the MERS SYSTEM. QUOTE CWALT is not a participant or a member  
 27 of the MERS SYSTEM. THEREFORE MERS IS NOT AN AGENT OF THE  
 28 CWALT Trust 2006-0A21 on the H.B. property.

1 THEREFORE, MERS IS NOT AN AGENT AND CANNOT EXECUTE ANY  
2 INSTRUMENTS ON BEHALF OF CWALT.

3 TRUST 2006-OA21 by the securitization audit is a REMIC TRUST.  
4 NO REMIC TRUST IS A PART OF THE MERS SYSTEM, THEREFORE MERS  
5 CANNOT SIGN ANY LEGAL INSTRUMENTS INCLUDING THE ASSIGNMENT OF THE  
6 MORTGAGE TO ANY THIRD PARTY ON BEHALF OF THE CWALT TRUST 2006-OA21

7 With respect to the issue of the satisfaction of Plaintiffs  
8 identity theft forgery for money insurance claim, payment by  
9 MORTGAGE DEFAULT INSURANCE MAY HAVE ALREADY PAID THIS VOID DEBT  
10 OFF.

11 IF IN FACT INSURANCE HAS ALREADY PAID OFF THE VOID DEBT THEN  
12 NO OBLIGATION EXISTS. THERE IS NO QUESTION BUT THAT A VOID  
13 LOAN ONLY HAS TO BE PAID OFF ONE TIME.

14 Plaintiff does have the right to challenge under both Federal  
15 and State Law any claims by parties that do not legally gave  
16 a right what so ever to money being funded on identity theft  
17 forgery.

18 Plaintiff, also states for a FACT that TINA LERAYBAUD has  
19 several signatures that proves she was not the only person  
20 signing for mers when IN FACT SHE WAS NOT AN EMPLOYEE OF MERS.

21 Plaintiff, also states TINA MARIE SEVILANO, ALSO HAS several  
22 signatures, also signing on the same day for other companies  
23 and also is NOT AN MERS EMPLOYEE.

24 BOTH LERAYBAUD AND SEVILLANO WILL BE CALLED INTO TESTIFY  
25 under OATH concerning both assignments for MERS.

26 ALL FAKE PEOPLE SIGNING SOMEONE ELSE'S SIGNATURE IS VOID.

27 THE SAME WITH CWALT TRUST 2006-OA11 on Danville. A REMIC TRUST.  
28

1 Plaintiff, claims injuries to the false assignments on  
2 both Danville, and H.B. properties.

3 A non-party homeowner may challenge the validity of an  
4 assignment to establish the assignees lack of title among other  
5 defects.

6 Thus a non party homeowner may challenge a putative  
7 assignments validity on the basis that it was not effective  
8 to pass legal title to the putative assignee.

9 Plaintiff may redress for fraudulent or decptive acts in  
10 connection with a foreclosure.

11 Mers is an unlawful practice Mers again HAS NOT been approved  
12 by California and the RESULT is FAILURE to perfect edfsements  
13 and assignments of uniform commercial code in accordance with civil  
14 code section 2932.5.

15 Mers had no corporate employees when both assignments were  
16 recorded which is falseification of both assignments by the  
17 signee.

18 Leraybaud and Sevillano was not an authorized agent of  
19 Mers or Bank of America, therfore both parties lacked authority  
20 to assign the mortgage.

21 Plaintiff alleges false deceptive evidence constituite  
22 and/or misleading practice in an attempt to collect a debt  
23 is disputable by Plaintiff.

24 Plaintiff believes there is a RICO pattern 18 USC 1961  
25 1962, 1964, 1964 c and upon further discovery will admend this compla  
26 complaint to any Racketeer influenced and corrupt orgaization  
27 act RICO 18 USC 1961-68.

1 Therefore concerning CWALT TRUST 2006-)A11 IS ALSO A REMIC  
2 TRUST AND NO REMIC TRUST IS A PART OF THE MERS SYSTEM.  
3 THEREFORE MERS CANNOT SIGN ANY LEGAL INSTRUMENTS INCLUDING  
4 THE ASSIGNMENT TO ANY THIRD PARTY ON BEHALF OF THE CWALT TRUST.

5 Mers HAS NOT BEEN APPROVED BY CALIFORNIA AND THE RESULT ARE  
6 FAILURE TO PERFECT ENDORSEMENTS AND ASSIGNMENTS OF UNIFORM  
7 COMMERCIAL CODE IN ACCORDANCE WITH CIVIL CODE SECTION 2932.5.

8 Mers license was suspended in 5/21/2002 in the state of  
9 California and has not been re issued.

10  
11 FOURTH CAUSE OF ACTION  
12 CA. CIVIL CODE 2924.17  
(against Defendants, SPS, Bayview, Shellpoint)

13  
14 Plaintiff, incorporates all Factual allegations of this  
15 complaint and re-allege them as though they were fully set forth  
16 herein.

17 2924.17 (a) A declaration recorded pursuant to Section 2923.5  
18 pursuant to section 2923.55 a notice of default, notice of sale,  
19 assignment of a deed of trust, or substitution of trustee  
20 recorded by or on behalf of a mortgage servicer in connection  
21 with a foreclosure subject to the requirements of Section 2924 or  
22 a declaration or affidavit filed in any court relative to a  
23 foreclosure proceeding shall be accurate and complete and  
24 supported by competent and reliable evidence.

25 2924.17 (b) before recording or filing any of the documents  
26 described in subdivision (a) a mortgage servicer shall endure that  
27 it has reviewed competent and reliable evidence to substantiate  
28 the right to foreclose.



1 Competent and reliable evidence is NOT where SPS  
2 filed a NOD on Danville, with a VOID DECLARATION. ALSO,  
3 SPS HAD BEEN TAKING INSURANCE KICK BACKS WHILE CHARGING THE  
4 HOME OWNER THRIPLE.

5 COMPETENT AND RELIABLE EVIDENCE IS NOT where the NOD and  
6 trustee sale notice leave out CWALT when there has been no  
7 assignment removing them.

8 Danville NOD and trustee sale notice are disputed because  
9 of false amounts and false declaration along with false  
10 wording.

11 There is no judicial notice that contains information  
12 that is DISPUTABLE AS A MATTER OF CONTENT EVEN IF ALLOWED AS  
13 A PUBLIC RECORD. As proffered they are without value or  
14 credibility. Default on Danville was not proper, legal, correct  
15 or was in compliance with Civil Code 2923.5(b), 2924 et al or  
16 other mandatory requirements.

17 On H.B. property 2924.17 (b) and (a) did NOT review  
18 competent and reliable evidence to substantiate the right to  
19 foreclose. SPS was given the IDENTITY THEFT FORGERY SIGNATURE  
20 FOR THE FUNDING OF THE MONEY. SPS, AND NOW BAYVIEW EGNORE  
21 FACTUAL EVIDENCE AS PROOF THE MONEY WAS FUNDED NOT ON MY  
22 SIGNATURE. SPS ALREADY KNOWING PROOF WAS  
23 SHOWN TO THEM CONTINUE TO EGNOR THE INSURANCE CLAIM. PLAINTIFF  
24 REQUESTED A MEETING WITH THE IN HOUSE ATTORNEY FROM BAYVIEW  
25 AND EVEN OFFERED TO FLY TO FLORIDA FOR THE MEETING TO SHOW  
26 PROOF OF THE FACT THAT IDENTITY THEFT FORGERY FUNDED THE MONEY.  
27 WHICH MEANS NO INSTRUMENTS COULD BE RECORDED UNTIL THE IDENTITY THEFT  
28 OCCURRED.

1 BAYVIEW, 1,000 % KNOWS THE NOTARY CERTIFICATE THAT HAS  
2 BEEN FILED IN ORANGE COUNTY RECORDERS OFFICE IS VOID, YET  
3 BAYVIEW HAS JUST FILED FRAUD IN BANKRUPTCY COURT ALREADY  
4 KNOWING THAT THE NOTRAY CERTIFICIATE IS VOID BUT ALREADY KNOWING  
5 IT IS FRAUD, BAYVIEW INSTRUCTED THERE ATTORNEYS TO FILE IT  
6 ANYWAY. BAYVIEW WILL BE HELD ACCOUNTABLE FOR THE FRAUD WHICH  
7 WAS FILED IN BANKRUPTCY COURT ON H.B.

8 AGAIN, NO INSTRUMENTS COULD BE RECORDED BECAUSE IT WAS NOT  
9 MY SIGNATURE THAT FUNDED THE MONEY TO GIVE THE SECURITY.

10 THERE IS NO SECURITY WITH OUT THE IDENTITY THEFT FORGERY.  
11

12 FIFTH CAUSE OF ACTION  
13 FDCPA 15 USC 1692 e  
14 (against Bayview, SPS and Shellpoint)

15 Plaintiff, incorporates all Factual allegations of this  
16 complaint and re-allege them as though they were fully set forth  
17 herein.

18 Using, false deceptive or misleading representation or  
19 means in connection with the collection of any debt in violation  
20 of Dection 807 of the FDCPA, 15 U.S.C. 1692e, including but  
21 not limited to (1) falsely representing the charactte, amount  
22 or legal status of a debt or any services rendered or  
23 compensation which may be lawfully received by a debt collector  
24 for collection of a debt in violation osf sections 807 (2)  
25 (A) and (B) of the FDCPA 15 U.S.C. 1692 (2) (A) and (B) (2)  
26 commjunications or threatening to communciate to any person credit  
27 information which is known or which should be known to be false,  
28 including the failure to communicate that a disputed debt is  
disputed in violation of Section 807 (8) of the FDCPA, USC

1 15 USC 1692e (10)

2 Again, all notices including NOD, Trustee sale notice  
3 all state sps, Bayview and Shellpoint are debt collectors.

4 SPS, Bayview and Shellpoint are in the business where the  
5 principal purpose is to collect debts..

6 The term debt collector means any person who uses any  
7 instrumentality of interstate commerce or the mails in  
8 any business the principal purpose of which is the collection  
9 of any debts or who regularly collects or attempts to collect  
10 directly or indirectly debts owed or due or asserted to be  
11 owed or due another. 15 U.S.C 1692a(6).

12 Federal law prohibits the use of any false deceptive or  
13 misleading representation or means in connection with the collection  
14 of any debt including the false representation of the character  
15 amount or legal status of any debt including the threat to take  
16 any action that cannot legally be taken. 15 USC 1692e(2)(A) (5).

17 The instruments filed in Contra Costa County Recorder are  
18 illegal because of false amount, false wording and false  
19 declaration, against sps on NOD and trustee sale.  
20

21 Recording in orange county recorder on 4/28/2006 is VOID  
22 making the NOD and Trustee Sale Notice also VOID because of the  
23 illegal recording because of IDENTITY THEFT FORGERY FOR THE  
24 MONEY FUNDING OCCURRED. BECAUSE OF THE IDENTITY THEFT FORGERY  
25 THERE IS NO SECURITY INSTRUMENT THAT IS LEGAL, NOR ANY OF THE  
26 RECORDINGS OF INSTRUMENTS ON 4/28/2006. IT WAS DISCOVERED  
27 WITH SPS AND BAYVIEW REFUSES TO HAVE A SIT DOWN MEETING CONCERNING  
28 THE INSURANCE CLAIM THAT NEEDS TO BE FILED CONCERNING H.B.

1 Even though Plaintiff is allowed a SIT DOWN FACE TO FACE  
2 MEETING BY CURRENT LAW, PLAINTIFF IS EGNORED ON THE ILLEGAL  
3 DEBT AND PROOF THAT PLAINTIFF HAS.

4 H.B. is an insurance claim and that FACT will NEVER change.

5 ALL COURTS OF THE LAND, STATE FEDERAL APPELLATE AND  
6 SUPREME COURT CANNOT ALLOW A SIGNATURE THAT IS NOT MINE  
7 CONCERNING MONEY FUNDING, IS AN UNCOLLECTABLE DEBT AND INSURANCE  
8 IS NEEDED AT THIS TIME UNLESS THE DEBT COLLECTORS CAN SHOW  
9 THAT THE DEFAULT INSURANCE AIG has already paid this debt.  
10 Discovery is needed concerning weather the debt has been  
11 paid off already once which mean the servicers Bayview and Sps  
12 can not collect.  
13

14 MONEY HAS TO BE FUNDED BEFORE ANY DOCUMENTS CAN BE RECORDED.

15 H.B. WAS DISCOVERED WITH SPS THAT THE LOAN COULD NOT FUND.  
16 THAT MEANS INSYRUMENTS GO NO WHERE.

17 AGAIN THERE IS NO SECURITY WHEN THE MONEY WAS FROM IDENTITY  
18 THEFT FORGERY.

19 MONEY DID NOT COME FROM MY SIGNATURE.

20 RECORDING IN ORANGE COUNTY IS 1,000 PERCENT ILLEGAL AND  
21 VOID.

22 THE INSTRUMENTS ARE WITHOUT VALUE OR CREDIBILITY.

23 ON Danville, Plaintiff made an offer to the in house attorney  
24 for SPS and the in house attorney for SPS counter offered that  
25 because of the GOVERNMENT that he would do ONE MILLION  
26 DOLLAR LOAN ON Danville, at 2% FIXED. ALL OTHER AMOUNTS WERE  
27 WAIVED, INCLUDING PRINCIPAL REDUCTION, BACK INTEREST AND LATE  
28 FEES.

1 PLAINTIFF ACCEPTED THE COUNTER OFFER.

2 Plaintiff sent letter after letter for sps to send plaintiff  
3 the insurymments to start the new loan.

4 sps made the counter offer and plaintiff accepted.

5 IN FACT SPS REMOVED THE NOD IN CONTRA COSTA COUNTY  
6 AFTER AGREEMENT WAS MADE SO PLAINTIFF WAITED FOR HER NEW  
7 PAYMENT ON Danville.

8 PLAINTIFF EXPECTS THE AGREEMENT ~~WAX~~ THAT WAS MADE WITH IN  
9 HOUSE ATTORNEY FOR SPS.

10 INSTEAD THEY TRANSFER THE SERVICING TO SHELLPOINT.

11 SPS 10/18,2016 STATES MONOTHLY PAYMENT FOR DANVILLE  
12 IS \$5,960.81 THAT INCLUDES PRINCIPAL, INTEREST, TAXES AND  
13 INSURANCE.

14 YET SHELLPOINT SENDS ME A MORTGAGE STATEMENT FOR \$18,181.63  
15 for a monthly payment.

16 THAT IS \$12,220.82 DIFFERENCE I DO BELIEVE AND IT IS TRUE  
17 THAT SERVICERS ARE HACET MEN TO ONLY TAKE HOMEOWNERS PROPERTIES  
18 AND THAT IS THERE MAIN CONCERN.

19 IN HOUSE ATTORNEY STATED BECAUSE OF THE GOVERNMENT THAT  
20 HE WOULD GIVE ME A MILLION DOLLAR LOAN ON DANVILLE THATS IT.

21 SPS WAS SUED BY A CLASS ACTION FOR PLACED INSUANCE WITH  
22 KICK BACKS, MEANING OVER CHARGING THE HOMEOWNER WHAT A SCAM.

23 I DO BELIEVE THAT IS A RICO CLAIM THAT AT SUCH TIME WILL  
24 BE ADDED TO THIS COMPLAINT.CORPORUPTION WITH CRIMINAL INTENT  
25 BY SPS, SHELLPOINT AND BAYVIEW.

26 CLASS ACTION LAWSUIT CASE 1:14-cv-22586-FAM.

1 Same is tru with Bayview ~~xx~~ even though i do not owe  
2 because of the identity theft forgery.

3 bayview will address the identity theft forgery in this  
4 complaint.

5 THIS COURT NEEDS TO LOOK AT ALL COMPLAINTS IN ~~xx~~ FACT  
6 100s FROM HOMEOWNERS WHAT A CRIMINAL COMPANY THEY ARE.

7 WHEN IS THE COURTS GOING TO REALIZE THAT THE HOMEOWNERS ARE  
8 IN COURT FOR GOOD REASON.

9 NOT OWING BAYVIEW 12/5/2016 states mortgage payment on  
10 H.B. is \$3,832.90 then 12/12/16 \$11,650.78 monthly payment.

11 BAYVIEW NEEDS TO ADDRESS THE IDNETITY THEFT FORGERY  
12 BEING A DEBT COLLECTOR WHICH HAS BEEN SHOWN TO START THE INSURANCE  
13 CLAIM. MY SPS FILE SHOWS THE IDENTITY THEFT SIGNATURE WHICH  
14 BAYVIEW WAS AWARE OF WHEN PURCHASING THE SERVICING ON A VOID  
15 DEBT.  
16

17 A VOID DEBT ON H.B. DOESN'T CHANGE WHEN THE DEBT FOR MONEY  
18 WAS NOT MY SIGNATURE. THE SERVICER IS HOLDING A VOID DEBT THAT  
19 WAS AN ILLEGAL RECORDING ON 4/28/2006. THERE IS NO STATUTE  
20 OF LIMITIATIONS ON IDENTIY THEFT FORGERY. FEDERAL TRADE  
21 COMMISSION STATES IDENTITY THEFT FORGERY FOR MONEY IS AN  
22 INSURANCE CLAIM ON H.B.

23 NOD filed on HB is MISSING C WALT. NO WHERE ON THE INSTRUMENT  
24 WILL YOU FIND C WALT. FACT THERE IS NO DEFAULT THE FUNDING THAT WIRED  
25 MONEY WAS IDENTITY THEFT FORGERY. FEDERAL LAWS WILL STEP IN  
26

27 NOD filed on Danville, the same thing there is NO C WALT  
28 to be found.



1 Defendants sps, Shellpoint and Bayview actions as set forth herin  
2 constitute a Civil Code 1788.17, which requires a debt collector  
3 to comply with the provisions of 15 USC 1692b to 1692j.

4 All defendnats are debt collectors as defined by civil code  
5 1788.2 because in the ordinary course of business defendnats  
6 regularly on behalf of itself and others engages in debt  
7 collection.

8 Pursuant to civil code 1788.17 every debt collector collecting  
9 or attempting to collect a consumer debt shall comply with the  
10 provisions of sections 1692b to 1692j inclusive and shall  
11 be subject to the remedies in 15 usc 1692k.

12 Pursuant to 15USC 1692e(11) a debt collector may not use any  
13 false, deceptiove or misleading representations or means in  
14 connection with the collection of any debt including the use of  
15 any false representation or deceptive means to collect or attempt  
16 to collect any debt including the false represenattion of the  
17 character, amount or legal status of any debt see 15 usc 1692  
18 (2)(A).

19  
20 SPS, Shellpoint and Bayview, and Mers are all debt collectors  
21 as explained in this whole lawsuit.

22 SPS false represented that they would do a million dollar  
23 loan on danville, with a 2% interest rate. They also misrepresented  
24 the amount and over charging on the NOD which letter after letter  
25 was sent with no reply concerning any questions plaintiff had.  
26 SPS and shellpoint over charge for placed insurance with criminal  
27 intent to over charge the homeowner and receive kickbacks as  
28 proven to the case which was a class action case.

SIXTH CAUSE OF ACTION  
BREACH OF IMPLIED COVENANT OF GOOD FAITH  
AND FAIR DEALING  
(against defendants SPS, Bayview, Shellpoint and Mers)

Plaintiff incorporates all allegations of this complaint and re alleges them as though they were fully set forth herein.

HOMEOWNERS ACROSS THE WHOLE UNITED STATES WERE TAKEN AS VICTIMS AND NEED TO RECOVER FROM THE CRIMINAL NEGLIGENCE OF WHITE COLLAR CRIME ON ALL DEFENDANTS.

VIOLATION OF CONSUMER RIGHT TO DISPUTE THE DEBT IN Part or in full, with the debt collector. the 30 day (S1692g) NOTICE IS REQUIRED TO BE SENT BY DEBT COLLECTORS.

THIS WAS NOT DONE BY SPS, SHELLPOINT AND BAYVIEW.

GOOD FAITH AND FAIR DEALING IS NOT WHEN BANK OF AMERICA TAKES ALL BAIL OUT MONEYS FROM THE GOVERNMENT NOT HELPING ANY HOMEOWNERS AND ALSO MAKING A SECRET DEAL WITH BANK OF NEW YORK MELLON BEHIND CLOSED DOORS WHICH THAT LAWSUIT WILL BE BROUGHT OUT IN THIS LAWSUIT UPON DISCOVERY.

BANK OF AMERICA SHOVED ALL ILLEGAL LAONS OUT THE BACK DOOR $\frac{1}{4}$  TO SERVICERS TO ACT LIKE THEY WANT TO HELP BUT IN FACT IT IS ONLY TO TAKE YOUR PORPERTY ILLEGALLY WITH ALL ILLEGAL INSTRUMENTS.

THEN SERVICERS TELLING THE GOVERNMENT WE ARE HELPING HOMEOWNERS WHEN IN FACT THEY ARE COLLECTING ON PREDATORY LOANS WHICH IS AGAINST ALL LAWS IN CALIFORNIA.

PLAINITIFF ACCEPTED THE COUNTER OFFER FROM SPS ON DANVILLE.

SPS AND SHELLPOINT ARE ONLY INTERESTED IN NOT ALLOWING PLAINTIFF ALL LAWS AND RIGHT THAT WERE MADE AVAILABLE TO ALL HOMEOWNERS IN ILLEGAL LOANS.

1 Bayview, as well as sps all ready knowing that the instruments  
2 on H.B. recorded on 4/28/2006 are VOID.

3 BAYVIEW REFUSING A FACE TO FACE MEETING WITH PLAINTIFF  
4 ON IDENTITY THEFT FORGERY FOR MONEY MAKING THE SECURITY  
5 INSTRUMENT VOID AS WELL AS ALL INSTRUMENTS VOID FROM  
6 RECORDING 4/28/2006 AS WELL AS ASSIGNMENT, NOD AND TRUSTEE  
7 SALE NOTICE ARE ALL VOID.

8 FAIR DEALING *HAS NOT BEEN PRACTICED BY BAYview* FORGERY  
9 FOR MONEY AND SET THE CLAIM FOR INSURANCE TO PAY OFF THE  
10 ILLEGAL VOID INSTRUMENTS.

11 INSTRUMENTS WITHOUT MONEY ARE WORTHLESS PAPER.

12 - SPECIAL CIRCUMSTANCES DO ARISE WHEN IDENTITY THEFT FORGERY  
13 IS DISCOVERED.

14 MERS, LICENSE WAS SUSPENDED SHOING IN THE SECREATRY OF STATE  
15 FOR ALL OF CALIFORNIA.

16 YET MERS WAS STILL DOING BUSINESS IN CALIFORNIA.

17 NOT HAPPENENEDING.

18 BOTH ASSIGNMENTS, on Danville and H.B. TINA LERAYBAUD AND TINA  
19 MARIE SEVILLANO WILL BE CALLED INTO TESTIFY UNDER OATH WHAT PART  
20 THEY PLAYED IN THE ILLEGAL FORECLOSURES.

21 FACT H.B IS AN INSURANCE CLAIM THEREFORE TINA LERAYBAUD  
22 AND THAT ASSIGNMENT IS VOID BECAUSE THE RECORDING IS VOID  
23 AS WELL AS ALL DOCUMENTS ARE VOID.

24 THAT IS WHAT HAPPENES WHEN YOU HAVE IDENTITY THEFT FORGERY  
25 FOR MONEY.

26 GOOD FAITH AND FAIR DEALING HAS NOT BE PRAACTICED BY SPS  
27 BAYVIEW SHELLPOINT AND MERS.  
28

1 Bayview, has VOID INSTRUMENTS ON IDENTITY THEFT FORGERY  
2 AND WILL NOT DO A FACE TO FACE MEETING WITH ME TO SHOW THEM  
3 THE SIGNATURE THAT FUNDED THE MONEY.

4 HUD EVEN REQUIRRES A FACE TO FACE BEFORE ANY FORECLOSURE.  
5 PLAINTIFF EVEN OFFERED TO FLY TO FLORIDA ~~WXXM~~ FOR THE MEETING  
6 WITH THE IN HOUSE ATTORNEY FOR BAYVIEW.

7 ASLO BAYVIEW HAS FILED WITH THE BANKRUPTCY COURT IN OAKLAND  
8 A VOID RECORDING OUT OF ORANGE COUNTY RECORDERS OFFICE  
9 DATED 4/28/2006 ALREADY KNOWING THAT THE INSTRUMENTS ARE VOID  
10 ALONG WITH THE VOID NOTARY. UNDER PENALTY OF PERJURY  
11 PLAINTIFF WAS NEVER THERE ~~XXXX~~ 4/28/2006.

12 ALSO WITHOUT A VALLID NOTARY NO INSTRUMENTS CAN BE FILED.  
13 Bayview knows 1,000 % that notary certificate is VOID yet  
14 they instruct there attorneys to file a void insttument  
15 in bankruptcy already knowing it is void.

16 WHEN DOES THE CORRUPTION STOP WITH SERVICERS.

17 because of this lawsuit bayview will now sit down and  
18 proof will be shown and an insurance claim will be started.  
19 NO MONEY COULD BE FUNDED NO INSTRUMENTS COULD BE RECORDED.  
20 WHEN MONEY FUNDING COMES FROM IDENTITY THEFT FORGERY IT IS  
21 AN UNCOLLECTABLE DEBT WITH AN INSURANCE CLAIM.

22 BAYVIEW WILL SUPPLY THIS COURT ALL INFORMATION ON  
23 THERE INSURANCE FOR THIS CLAIM.

24 THIS COURT CANNOT ALLOW A DEBT THAT WAS RECORDED WITH MONEY  
25 FUNDING ON SOMEONE ELSE'S SIGNATURE.

26 BAYVIEW MUST DO RIGHT AND START AN INSURANCE CLAIM  
27 " IMMEDIATELY"  
28

SEVENTH CAUSE OF ACTION  
14th AMENDMENT TO THE UNITED STATES CONSTITUTION  
(against all defendants)

Plaintiff incorporates all allegations of this complaint and re alleges them as though they were fully set forth herein.

THE FOURTEENTH AMENDMENT TO THE UNITED STATES CONSTITUTION PROVIDES IN PART " NO STATE SHALL MAKE OR ENFORCE ANY LAW WHICH SHALL ABRIDGE THE PRIVILEGES OR IMMUNITIES OF CITIZENS OF THE UNITED STATES: NOR SHALL ANY STATE DEPREIVE ANY PERSON OF LIFE, LIBERTY OR " QUOTE PROPERTY WITHOUT DUE PROCESS OF LAW.

Loan sharking money laundering, obstruction of justice and the rico act are all tied into this complaint on all defendants.

when mortgage statements go up \$4,000 to \$10,000 that is definitely loan sharking and the Rico act between defendants on all unlawful acts described in this complaint.

IT IS ONE HUGE SCAM PIE BY ALL DEFENDANTS TO COLLECT ON ILLEGAL VOID DOCUMENTS WHICH THEY HAVE NO LEGAL RIGHT TO DO SO.

TAKING GOVERNMENT MONIES, TAKING KICK BACKS ON INSURANCE FRAUD PLACEMENT WHICH HAS ALREADY BEEN PROVEN AS PLAINTIFF IN THIS CASE HAS ALREADY STATED WITH THE CASE REFERENCE NUMBER.

THEN AFTER A TRUSTEE SALE DEFENDANTS ALSO GET ANOTHER PERCENTAGE FROM THE GOVERNMENT CONCERNING THE SALE THE DIFFERENCE BETWEEN WHAT THE PROPERTY SOLD FOR AND THE AMOUNT OWED THE GOVT. KICKS IN ANOTHER 25%.

SERVICES WAIT LONG PERIODS BECAUSE GOVERNMENT IS ALSO KICKING MONEY TO SERVICES EACH MONTH OF THE DEFAULT.

1 THIS IS DEFINIETLY WHITE COLLAR CRIME THAT NEEDS TO BE  
2 ADDRESSED IN THIS COMPLAINT. Over charging on purpose for  
3 more money at the end of the sale.

4 Then to top it off the services re sells the property  
5 fer a whole new loan which is double collecting. unlawful  
6 SCAM ALL THE WAY AROUND.

7 Pursuant to code procedure section 1060, any person  
8 interested under a written instrument of who desires a  
9 declaration of her rights or duities with respect to another or in  
10 respect to property may in a case of actual controversy relating  
11 to the legal rights and duties of the parties, bring an  
12 action in thge court for a declaration of their rights or duties  
13 in the premises including a determination of any questions of  
14 construction or validity araising under the instrument with the  
15 declaration having the force and effect of any breach of the  
16 of the obligation in respect to which the declaration is sought.

17 being there are discrepencys on all documents on danville  
18 and H.B. declaratory relief is sought for GOOD REASON.

19 Special circumstances have arisen that need to be addressed  
20 and also discovery must be sought for the real truth to arise.

21 PLAINTIFF AS A CITIZEN OF THE UNITED STATES HAS THIS RIGHT TO  
22 PROTECT HER PROPERTIES FROM SCAM SERVICERS WITH VOID ILLEGAL  
23 INSTRUMENTS.

24 DEFENDANT SPS HAS TAKEN PLIANTIFFS LIFE, BECAUSE A DEAL  
25 WAS MADE ON DANVILLE ON THE MILLION DOLLAR LOAN AT 2% FIXED.

26 DEFENDANT BAYVIEW HAS ALSO TAKEN PLAINTIFFS LIFE TRYING  
27 TO PURSUE A VOID DEBT BECAUSE OF IDENTITY THEFT FORGERY FOR MONEY.  
28



EIGHTH CAUSE OF ACTION  
VIOLATION OF BAD BUSINESS PRACTICES  
(against all defendants)

Plaintiff incorporates all allegations of this complaint and re alleges them as though they were fully set forth herein.

BAD BUSINESS PRACTICES IS THIS WHOLE COMPLAINT BY ALL DEFENDANTS.

On H.B. ~~XXXX~~ VOID instruments on 4/28/2006 are just that. according to FEDERAL TRADE COMMISSION PLAINTIFF DOES NOT HAVE TO PAY FOR IDENTITY THEFT FORGERY FOR MONEY FUNDING. IT IS AN UNCOLLECTABLE DEBT BECAUSE MONEY CAME FROM IDENTITY THEFT FORGERY AND WAS NOT PLAINTIFFS SIGNATURE.

IDENTITY THEFT FORGERY FOR MONEY IS COVERED UNDER ALL SERVICERS INSURANCE.

UNLESS THE DEFAULT SWAP INSURANCE HAS ALREADY PAID OFF THIS VOID DEBT.

THEREFORE DEBT CAN ONLY BE PAID OFF ONCE.

BAD BUSINESS IS WHEN PLASINTIFF ASK FOR A FACE TO FACE MEETING WITH BAYVIEWS IN HOUSE ATTORNEY AND NEVER AND I REPEAT NEVER RECEIVED A CALL OR LETTER STATING I COULD HAVE A FACE TO "FACE. PLAINTIFF WAS EGNORED. AND HUD ALSO STATES A FACE TO FACE MEETING BEFORE ANY FORECLOSURE.

ESPECIALLY CIRCUSTANCES ARISE WHEN MONEY IS FUNDED NOT ON MY SIGNATURE.

THEREFORE NO INSTRUMENTS COULD BE RECORDED.

IDENTITY THEFT IS A SERIOUS CRIME AND WILL BE BROUGHT FORWARD IN THIS CASE.

BAYVIEW HAS NO RIGHT IN UNLAWFUL COLLECTION AND TO FORECLOSURE

1 when there is no present right.

2 Defendant Bayview have a duty to exercise reasonable care  
3 and skill to follow CALIFORNIA LAW with regard to enforcement of  
4 monetary obligations and to refrain from ~~taking~~ any action  
5 against plaintiff that they do not have the legal authority  
6 to do so.

7 As a direct and proximate result of the negligence and  
8 carelessness of the defendant Bayview as set forth above,  
9 Plaintiff has suffered and continue to suffer, general and  
10 special damages in an amount to be determined at trial,  
11 including attorneys fees and cost of bringing suit to dispute,  
12 and challenge defendnats bayviews corrupt nature as hundreds  
13 and hundreds of complaints by homeowners to this day of there  
14 operations as a servicer/debt collector.

15 Homeowners are NEVER AND I REPEAT NEVER ALLOWED TO HAVE  
16 QUESTIONS OR SHOW PROOF THAT IT IS NOT MY DEBT.

17 BAYVIEW REFUSES TO ALLOW PLAINTIFF TO SHOW PROOF OF THE  
18 IDENTITY THEFT FORGERY FOR THE FUNDING OF THE MONEY WHICH  
19 MAKES THE INSTRUMENTS THAT THEY ARE USING TO FORCLOSE VOID.  
20 VOID INSTRUMENTS ARE VOID AND BAYVIEW CANNOT COLLECT ON VOID  
21 DISPUTED INSTRUMENTS.

22 OBVIOUSLY BAYVIEW DID NOT DO ANY DUE DILLIGENCE.

23 ON H.B. I WILL ASK THE JURY FOR DAMAGES OF MY  
24 LIFE FOR DISREGARDING HUMAN LIFE.

25 SPS AND SHELLPOINT on Danville, Plaintiff accepted the counter'  
26 offer of one million at 2% fixed interest rate all plaintiff  
27 wants is the counter offer that was accepted by plaintiff.  
28

1 BAD BUSINESS AND VIOLATION THEREOF IS WHEN MERS,  
2 HAS TINA LERAYBAUD . FORGERY FROM ANOTHER PARTY SIGN A  
3 DOCUMENT HAS HAS NO RIGHT TO DO SO WHICH WOULD VOID  
4 THAT ASSIGNMENT.

5 THE SAME TRUE WITH TINA MARIE SEVILLANO, OR A FORGFERY  
6 SIGNATURE FROM ANOTHER PARTY SIGNING AN ASSIGNMENT WHITH  
7 NO PRESENT RIGHT TO DO SO. WHICH WOULD ALSO MAKE THAT ASSIGNMENT  
8 VOID.

9 ALSO ON H.B. SINCE THE INSTURMENTS ARE VOID THEN THERE  
10 WOULD BE NO ASSIGNMENT TO VOID INSTRUMENTS.  
11

12 VIOLATION OF BAD BUSINESS PRACTICES ARE WHEN BOTH DECLARATIONS  
13 RECORDED UNDER PENBALTY OF PERJURY ARE JUST THAT PERJURY  
14 BY SPS, AND SPS.

15 Bayview has no present right to possession of H.B. property  
16 instruments are VOID because of money funding on not plaintiffs  
17 signature.

18 Bayview defendants have attempted to collect an alleged debt  
19 under false deceptive and misleading means and in violation of  
20 illegal status of said debt violating the FDCPA, 15 USC 16923(2).  
21

22 Bayview, and SPS has injured and harmed Plaintiff with their  
23 wilful and continuous illegal and deceptive violations of  
24 Federal Law in their attempt to collect an QUOTE unverified  
25 alleged debt by attempting to proceed with a non judicial  
26 foreclosure.

27 A trustee has a duty NOT to conduct an illegal, fraudulent  
28 or willfully oppressive sale of property under a power of sale  
contained in a VOID deed of trust on H.B. property.

1 A trustee is also liable in California upon the basic  
2 principle of tort liability enunciated in Civil Code 1708  
3 that every person is bound by LAW not to injure the person or  
4 property of another or infringe on any of her rights.

5 Defendant, SPS, Bayview caused the law office of Aldridge  
6 Pite LLP its agent to breach its duty of care to Plaintiff by  
7 initiating foreclosure proceedings against Plaintiff based  
8 on the illegal and knowingly fraudulent foreclosure instruments  
9 filed by the law office of aldrige pite at the behest of its  
10 principal that also violate the requirements of California  
11 non judicial foreclsure statute.  
12

13 In initiating an illegal and fraudulent  
14 foreclosure at the direction of SPS, and Bayview have acted with  
15 willful oppresiveness and malice toward Plaintiff.

16 Severe emotional distress, has been caused to plaintiff  
17 because Bayview refuses to answer my letter regarding a face to  
18 face meeting and even offering to fly to Florida to have that  
19 meeting with the in house attorney with bayview to show that  
20 money was funded on IDENTITY THEFT FORGERY. SPECIAL CIRCUMSTANCES  
21 have arisen concerning the forgery for money and Bayview  
22 continues to egnor Plaintiff.

23 PLaintiff is also entitled to seek punitive damages for  
24 all continued harm on void iunstruments on H.B. This will be left  
25 up to a jury to decide what would be proper in a case as this is.  
26 When money comes from forgery and not plaintiffs signature  
27 let the jujry decide again what would be proper in this case.  
28

1 All constitute BAD BUSINESS behavior by defendants  
2 sps, Bayview and agent Aldridge pite.

3 stated well wrongful foreclosure.

4 SPS removed the NOD on Danville, because Plaintiff  
5 accepted the counter offer by in house attorney for the  
6 million dollar loan at 2% fixed interest.

7 Also, sps had all income when SPS in house attorney made  
8 the counter offer to plaintiff.

9 sps r4emoved the NOD on danville. Plaintiff waited and  
10 waited for instruments to come to start the new loan.

11 Defendants already knowing that VOID instruments in Orange  
12 County recorders office are recorded under Panny for good  
13 reason. But SPS, Bayview and Aldridge pite their agent refuse  
14 to also address this issue.

15  
16 Bad Business Practices is when defaulted laons are more  
17 profitable to the servicers/debt collectors and lenders.

18 You have a RICO enterprise, loan sharking, money laundering  
19 obstruction of justice and bribery. Rico act became law in  
20 1970 Suisse/SPS order Bayview to collect on a VOID DEBT.

21 FACT THAT CANNOT BE DISPUTED. WIRE FRAUD WAS COMMITTED ON  
22 IDENTITY THEFT FORGERY FOR THE MONEY FUNDING.

23 THAT CONSTITUTES RICO ACT AND BAD BUSINESS PRACTICES,

24 BAD BUSINESS PRACTICES ARE WHEN ASSIGNMENTS are signed by forgery  
25 not by the party that is authorized.

26 Assignment on H.B is void because instruments filed in orange coun  
27 tury recorders office on 4/28/2006 are VOID and could not be  
28 recorded until the identity theft occurred not plaintiffs signature.

1 NINETH CAUSE OF ACTION"  
2 VIOLATION OF BUSINESS & PROFESSIONS CODE,  
3 SECTION 17200, et seq.  
(against all defendants)

4 Plaintiff re alleges and incorporates all preceding paragraphs  
5 as though fully set forth herein.

6 Plaintiff brings this action as a private consumer on  
7 their own behalf, pursuant to Cal. Business and Professions Code  
8 1722 et seq. referred to hereinafter as the UNFAIR COMPETITION  
9 LAW (or UCL).

10 Business and Professions Code (CBPC and 17200 prohibits  
11 any UNLAWFUL, UNFAIR OR FRAUDULENT BUSINESS PRACTICE, Because  
12 Business and Professions Code Section 17200 is written in the  
13 disjunctive it establishes three varieties of unfair competition  
14 acts or practices which are unlawful, or unfair, or fraudulent .

15 At all times material herein, defendants have committed acts of  
16 unfair competition proscribed by the UCL.

17 Defendants conduct was unfair, unlawful and fraudulent.

18 SPS, not sending new loan after NOD was removed from Contra costa  
19 county. SPS filing NOD with false improper wording, including  
20 amount on insurance kick backs.

21 Shellpoint doing the same practices as SPS identical.

22 SPS, Bayview recorded a NOD and Trustee sale EVEN THOUGH THEY HAD NO  
23 RIGHT TO DO SO SINCE SPS WAS ALREADY SHOWN THE IDENTITY THEFT  
24 FORGERY.

25 IDENTITY THEFT FORGERY IS ON H.B property and must be dealt with  
26 in this lawsuit.

27 WIRE FRAUD IS A FACT AND MUST BE CONSIDERED IN THIS LAWSUIT.  
28

Demand for Jury Trial and Prayer for Damages

WHEREFORE, Plaintiff Penny L. Patino respectfully demands a trial by jury in this case.

PLAINTIFF, ALSO RESPECTFULLY PRAY FOR JUDGMENT AND ORDER AGAINST ALL DEFENDANTS AS FOLLOWS:

1. That counter offer by SPS that plaintiff accepted on Danville, be enforced. One million dollar loan 2% fixed interest rate. All other amounts were waived by sps.
2. H.Bproperty, because of IDENTITY THEFT FORGERY for wire funding the money, not plaintiffs signature be declared VOID debt and void collections and pursue insurance and remove all instruments from the orange county recorders office from the recording on 4/28/2006 under PANNY. Also removing VOID nod, and trustee sale notice. Defendants SPS, Bayview
3. That Judgment is entered in Plaintiffs favor and against all defendants.
4. Both properties be deemed illegal foreclosures.
5. For injunctive relief.
6. For restraining order preliminary and permanent injunction preventing defendants or anyone acting in concert with them from causing the properties to be sold assigned, transferred to a third party or taken by anyone or any entity.
7. All defendants money laundering and the RICO ACT be enforced in this lawsuit.
8. All defendants bear there own attorney fees, because of there negligence and criminal acts as described in this lawsuit.
9. For damages sustained by Plaintiff due to defendants wrongful acts to amounts to be proven at trial.
10. for civil penalties, restitution, and reason attorneys fees according to proof.
11. For punitive damages against defendants for its intentional and wrongful acts.
12. For reasonable cost of suit and such other relief as this court deems just and appropriate.



Respectfully Submitted,

DATED: 3/16/2018



Penny L. Patino  
Pro Se

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Landsafe Default Inc.**


RECORDING REQUESTED BY:  
 RECONTRUST COMPANY, N.A.  
 1800 Tapo Canyon Rd., CA6-914-01-94  
 SIMI VALLEY, CA 93063

WHEN RECORDED MAIL TO:

PENNY L PATINO  
 8 HERMOSA COURT  
 DANVILLE, CA 94526

TS No. 10-0107299

Title Order No. 10-8-410991

 CONTRA COSTA Co Recorder Office JOSEPH CANCIAMILLA, Clerk-Recorder <b>DOC- 2013-0101878-00</b> Check Number Wednesday, APR 24, 2013 09:29:00 MOD \$1.00:REC \$11.00:FTC \$0.00 DAF \$2.70:REF \$0.30:RED \$1.00 ERD \$1.00: Ttl Pd \$17.00 Rcpt # 0001641837			
--	--	--	--

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF RESCISSION OF DECLARATION OF DEFAULT  
 AND DEMAND FOR SALE AND OF NOTICE OF DEFAULT AND ELECTION TO SELL**

NOTICE IS HEREBY GIVEN: That RECONTRUST COMPANY, N.A., is acting as Trustee for the Beneficiary under a DEED OF TRUST dated 05/18/2006, executed by PENNY L PATINO, AN UNMARRIED WOMAN, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, recorded 05/30/2006 as Instrument No. 2006-0168954-00 in Book N/A, Page N/A, of Official Records in the Office of the Recorder of Contra Costa County, California describing land therein as more fully described on the above referenced deed of trust.

Said obligations including one note for the sum of \$1,280,000.00.

Whereas, the current beneficiary under that certain Deed of Trust hereinabove described, heretofore delivered to the Trustee thereunder written Declaration of Default and Demand for Sale; and Whereas notice was heretofore given of the breach of obligations for which said Deed of Trust is security, and of election to cause to be sold the property therein described; and Whereas a Notice of Default and Election to Sell was recorded on 09/03/2010 in the office of the Recorder of Contra Costa County, California, Instrument No. 10-187217, in Book N/A, Page N/A, of Official Records.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that the current Trustee, does hereby rescind, cancel and withdraw said Declaration of Default and Demand for Sale and said Notice of Default and Election to Sell; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default--past, present or future--under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, and shall no way jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or the Trustee, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be and remain in force and effect the same as if said Declaration of Default and Demand for Sale and Notice of Default and Election to Sell had not been made and given.

RECONTRUST COMPANY, N.A., AS TRUSTEE FOR THE BENEFICIARY

**APR 22 2013**

Dated: April 22, 2013

By:   
 Juan Rodriguez Assistant Vice President

Alex Padilla  
California Secretary of State

## Business Search - Results







The California Business Search is updated daily and reflects work processed through Sunday, November 26, 2017. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order by entity name, or you can select a column title to change the sort order.
- To refine the search results, enter a word or a string of words in the "Narrow search results" box. The "Narrow search results" will search on all fields of the initial search results.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on requesting a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

Results of search for Corporation Name keyword "mortgage electronic registration system" returned 1 entity record (out of 1 record found).

Show  entities per page

Narrow search results:

Entity Number 	Registration Date 	Status 	Entity Name 	Jurisdiction 	Agent for Service of Process 
C2416221	05/21/2002	SOS/FTB SUSPENDED	<b><u>MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC. (MERS)</u></b>	CALIFORNIA	<b>** RESIGNED ON 03/25/2009</b>

Showing 1 to 1 of 1 entities

[Previous](#) [1](#) [Next](#)

[Modify Search](#)

[New Search](#)

**CALIFORNIA DECLARATION OF COMPLIANCE**  
**(CAL.CIV.CODE § 2923.55(c))**

Loan Number: 0014387625

Borrower Name: PENNY PATINO

Address: 8 HERMOSA COURT, DANVILLE, CA 94526

Beneficiary: Bank of New York Mellon, f/k/a The Bank of New York, as trustee, on behalf of the holders of the Alternative Loan Trust 2006-OA11, Mortgage Pass Through Certificates Series 2006-OA11


The undersigned beneficiary or authorized agent for the beneficiary hereby represents and declares under the penalty of perjury that:

- 1) ☒ On 10/17/2014 contact was made with the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure as required by California Civil Code § 2923.55(b)(2).
- 2) ☐ On the due diligence efforts were satisfied. No contact was made with the borrower despite the due diligence of beneficiary or their authorized agent pursuant to California Civil Code § 2923.55(f).
- 3) ☐ The borrower has surrendered the secured property as evidenced by a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, their authorized agent or the trustee pursuant to California Civil Code § 2920.5(c).
- 4) ☐ The beneficiary or their authorized agent has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit, there is no order on the court's docket closing or dismissing the bankruptcy case pursuant to California Civil Code § 2920.5(c).
- 5) ☐ The provisions of California Civil Code § 2923.55 do not apply because the property is not owner occupied as defined by California Civil Code § 2924.15.

The undersigned instructs the trustee to proceed with non-judicial foreclosure proceedings and expressly authorizes the trustee or their authorized agent to sign the notice of default containing the declaration re: contact required pursuant to California Civil Code § 2923.5.

Dated: **FEB 25 2015**

By:

  
Select Portfolio Servicing, Inc. as authorized agent of Beneficiary

**Josh Sims**  
**Document Control Officer**

I hereby certify that this is a true  
And correct copy of the original  
On file in this office

ATTEST APR 04 2018

Joseph E. Canciamilla  
County Clerk  
Contra Costa County, California

By  Deputy Clerk

**CALIFORNIA DECLARATION OF COMPLIANCE**  
**(CAL.CIV.CODE § 2923.55(c))**

Loan Number: 0013082649

Borrower Name: PENNY PATINO

Address: 900 PACIFIC COAST HWY UNIT 309, HUNTINGTON BEACH, CA 92648

Beneficiary: Bank of New York Mellon, f/k/a The Bank of New York, as trustee, on behalf of the holders of the Alternative Loan Trust 2006-OA21, Mortgage Pass Through Certificates Series 2006-OA21

The undersigned beneficiary or authorized agent for the beneficiary hereby represents and declares under the penalty of perjury that:

- 1) ☐ On contact was made with the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure as required by California Civil Code § 2923.55(b)(2).
- 2) ☒ On 02/09/2015 the due diligence efforts were satisfied. No contact was made with the borrower despite the due diligence of beneficiary or their authorized agent pursuant to California Civil Code § 2923.55(f).
- 3) ☐ The borrower has surrendered the secured property as evidenced by a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, their authorized agent or the trustee pursuant to California Civil Code § 2920.5(c).
- 4) ☐ The beneficiary or their authorized agent has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit, there is no order on the court's docket closing or dismissing the bankruptcy case pursuant to California Civil Code § 2920.5(c).
- 5) ☐ The provisions of California Civil Code § 2923.55 do not apply because the property is not owner occupied as defined by California Civil Code § 2924.15.

The undersigned instructs the trustee to proceed with non-judicial foreclosure proceedings and expressly authorizes the trustee or their authorized agent to sign the notice of default containing the declaration re: contact required pursuant to California Civil Code § 2923.55.

Dated: \_\_\_\_\_

AUG 17 2016

By: \_\_\_\_\_

Select Portfolio Servicing, Inc. as authorized agent of Beneficiary

Toon Hobbs  
Document Control Officer

DOC ID #: 00013492002804006

State of California  
County of Contra Costa

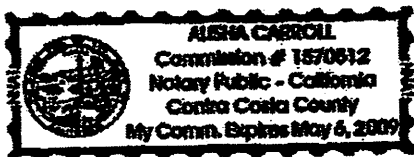
On April 24, 2006 before me, Alisha Carroll, Notary Public  
personally appeared

Penny L. Patino

\_\_\_\_\_, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of  
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Alisha Carroll (Seal)  
Alisha Carroll





CMD LoanNumber=13492002 ApplicationNumber=2117367633, DivisionCode=C

Page 1 of 2

Loan Info	Processing	Underwriting	Closing	Event History	Contacts	10
-----------	------------	--------------	---------	---------------	----------	----

Edit	Exit	New Comment
------	------	-------------

Sort By : Read Flag ▾

All times are Pacific Time.

Borrower Name:		PENNY L PATINO		Loan#		134920028	
Date/Time	Entered By	Category	Read	Read Date/Time	Read By	Source	Email
04/27/06 12:52	Ellen Jackson	General	<input checked="" type="checkbox"/>	04/27/06 12:52	Ellen Jackson	statusmart	
Mark/Cathy - we need help on this so we can fund this month, Penny sent in two bank statements one was fine but the other acct # 5107 need updated balance. She sent a new acct statment and now we have to source it Acct # 3696601365 opened 4/6/2006 Debbie wants to know where did these fund come from? We have everything else in to fund. Thanks							
04/24/06 17:11	Cathy Nghiem	General	<input checked="" type="checkbox"/>	04/24/06 17:11	Cathy Nghiem	statusmart	
Alicia/Financial title sign signing patino at 5:45pm tonight. She will overnight the docs back to us. Any questions call her at 925.314.0130 ext 104							
04/24/06 12:08	Trung-Kim Nguyen	General	<input checked="" type="checkbox"/>	04/24/06 12:08	Trung-Kim Nguyen	statusmart	
Loan docs have been e:mailed to Geraldine_johns@countrywide.com and fax escrow docs to her @925-831-8095. Informed Geraldine that I just e:mail loan docs and to look for additional docs to be signed with docs via fax.							
04/24/06 11:38	Cathy Nghiem	General	<input checked="" type="checkbox"/>	04/24/06 11:38	Cathy Nghiem	statusmart	
Kim will email doc to Danville CHL, employee#75081 tel#925.314.7021. She will print. I've called their next door Financial Title/Alicia 925.314.0130, gave them borr's cell# to coordinate a signing today and to pick up doc from Danville CHL.							

**LANDSAFE TITLE**

RECORDING REQUESTED BY:  
 RECONTRUST COMPANY  
 AND WHEN RECORDED MAIL DOCUMENT  
 AND TAX STATEMENTS TO:  
 RECONTRUST COMPANY  
 1800 Tapo Canyon Rd., CA6-914-01-94  
 SIMI VALLEY, CA 93063

**CONTRA COSTA Co Recorder Office**  
**STEPHEN L. WEIR, Clerk-Recorder**  
**DOC- 2010-0193211-00**

Check Number  
 Monday, SEP 13, 2010 09:02:00

MOD	\$1.00:REC	\$11.00:FTC	\$0.00
DAF	\$2.70:REF	\$0.30:RED	\$1.00
ERD	\$1.00:		
Ttl Pd	\$17.00	Nbr-0000587519	

TS No. 10-0107299

TS# 10-8-410991

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CORPORATION ASSIGNMENT OF DEED OF TRUST/MORTGAGE**

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:

**THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE  
 CERTIFICATEHOLDERS CWALT, INC., ALTERNATIVE LOAN TRUST 2006-0A11 MORTGAGE  
 PASS-THROUGH CERTIFICATES,**

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 05/18/2006, EXECUTED BY:  
 PENNY L PATINO, AN UNMARRIED WOMAN, TRUSTOR: TO RECON TRUST COMPANY, N.A., TRUSTEE AND  
 RECORDED AS INSTRUMENT NO. 2006-0168954-00 ON 05/30/2006, OF OFFICIAL RECORDS IN THE COUNTY  
 RECORDER'S OFFICE OF CONTRA COSTA COUNTY, IN THE STATE OF CALIFORNIA.

DESCRIBING THE LAND THEREIN: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND  
 TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID  
 DEED OF TRUST/MORTGAGE.

DATED: September 2, 2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

State of: CaliforniaCounty of: VenturaBY: T. Sevillano

T. Sevillano, Assistant Secretary

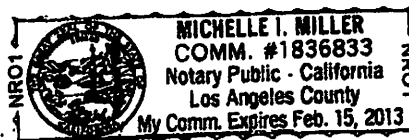
On SEP 07 2010 before me, MICHELLE I. MILLER, notary public, personally appeared

T. Sevillano, who proved to me on the basis of satisfactory evidence to be the  
 person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in  
 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon  
 behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
 WITNESS my hand and official seal.

Signature

MICHELLE I. MILLER (Seal)



## Recording Requested By:

Bank of America

Prepared By: Diana DeAvila

450 E. Boundary St.

Chapin, SC 29036

888-603-9011

When recorded mail to:

CoreLogic

450 E. Boundary St.

Attn: Release Dept.

Chapin, SC 29036



DocID# 83513492002815792

Property Address:

900 PACIFIC COAST HIGHWAY #309

Huntington Beach, CA 92648

CA0-ADT 13557492

4/12/2011

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

12.00

2011000206600 8:53 am 04/25/11

47 412 A32 2

0.00 0.00 0.00 0.00 3.00 0.00 0.00 0.00

This space for Recorder's use

MIN #: 1000157-0006429688-8

MERS Phone #: 888-679-6377

**ASSIGNMENT OF DEED OF TRUST**

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474 does hereby grant, sell, assign, transfer and convey unto THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OA21, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OA21 whose address is 101 BARCLAY ST - 4W, NEW YORK, NY 10286 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: COUNTRYWIDE HOME LOANS, INC.  
Original Borrower(s): PENNY L PATINO, AN UNMARRIED WOMAN  
Original Trustee: RECON TRUST COMPANY, N.A.  
Date of Deed of Trust: 4/19/2006  
Original Loan Amount: \$1,346,250.00

Recorded in Orange County, CA on: 4/28/2006, book N/A, page N/A and instrument number 2006000287694

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

04-13-11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC.

By:

Tina LeRaybaud, Assistant Secretary



610 134920028 D8 001 002

### ACKNOWLEDGMENT

State of California

County of VENTURA

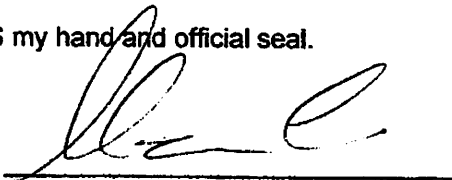
On APRIL 13, 2011 before me, MARCELLUS ELLIS, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared TINA LERATBAUD  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

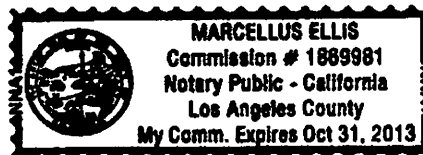
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



SEE ATTACHED: ASSIGNMENT OF DEED OF TRUST  
BORROWER(S): PENNY L PATINO

*Me*

4/12/2018  
3.00

THIS IS A CERTIFIED COPY OF THE  
RECORD IF IT BEARS THE SEAL, AND  
SIGNATURE OF THE ORANGE  
COUNTY CLERK-RECORDER.

DATE: \_\_\_\_\_

CERTIFICATION FEE: \_\_\_\_\_



COUNTY CLERK-RECORDER

*Hugh Nguyen*

ORANGE COUNTY  
STATE OF CALIFORNIA